

U.S. Department of Justice

Washington, DC 20530

Amendment to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Nelson Mullins Riley & Scarborough LLP

2. Registration No.

5928

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for the period ending _____

☐ Other purpose (*specify*) _____

☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

- Agreement with Government of Saskatchewan as represented by the Minister of the Economy
- Amendment to Agreement with Government of Saskatchewan as represented by the Minister of the Economy
- Amendment to Agreement with Crown Investments Corporation of Saskatchewan

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

Exhibits A and B of the Registration Statement for the Province of Saskatchewan (filed 4/10/2009 and amended on 08/17/2009, 06/10/2011, 6/22/2011, 04/02/2015) are being amended to include recent amendments and renewals to the registrant's agreements with the foreign principal, and to update the registrant's points of contact with the foreign principal. The registrant's current points of contact are the Minister of the Economy of the Government of Saskatchewan, the Crown Investments Corporation of Saskatchewan, and the Executive Council of the Government of Saskatchewan. The agreement with the Minister of the Economy replaces the registrant's previous agreement with Enterprise Saskatchewan (filed 8/17/2009).

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

July 13, 2015

/s/ Craig H. Metz

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

THIS AGREEMENT made in duplicate,

BETWEEN:

GOVERNMENT OF SASKATCHEWAN
As represented by the MINISTER OF THE ECONOMY

(Hereinafter referred to as "ECON")

- and -

NELSON MULLINS RILEY & SCARBOUROUGH LLP
Columbia, South Carolina, USA

(Hereinafter referred to as the "Consultant")

AGREEMENT

WHEREAS ECON is charged with the responsibility to undertake activities to promote Saskatchewan as a place to live, work, operate a business and invest, including marketing and promotion activities;

AND WHEREAS, in carrying out those responsibilities, ECON may, pursuant to clause 15 of *The Government Organization Act*, enter into agreements to engage the services of or retain any technical, professional or other advisors, specialists or consultants that the minister considers necessary;

AND WHEREAS ECON desires work undertaken to reach out to media on a regular basis in an effort to interest them in spokespeople, story angles and trends taking shape in the Province of Saskatchewan that might relate to news on the international level;

NOW, THEREFORE, the parties hereto agree as follows:

ECON 2012-13-042

1.0 SCOPE OF THE CONSULTANT SERVICES

- 1.1 The Consultant shall deliver a number of media relations projects (hereinafter referred to as the "Work"), as defined in Appendix "A", and forming part of this Agreement, and subject to the terms and conditions of this Agreement and the acceptance of ECON.
- 1.2 The Consultant shall commence the Work on August 1, 2012, and the Work must be completed by July 31, 2013.
- 1.3 The Consultant is not, and shall not make any representation that it is, an agent of ECON or the Crown in Right of the Province of Saskatchewan and shall ensure that its employees or subcontractors do not make any representation that could reasonably lead any member of the public to believe that the Consultant or its employees or subcontractors are agents of ECON or the Crown.
- 1.4 The Consultant shall not undertake an assignment that actually or potentially creates a conflict of interest with the provision of services pursuant to this Agreement without disclosing the conflict of interest or potential conflict of interest to ECON and obtaining written consent to take such assignment.
- 1.5 At any time during the term of this Agreement, ECON or the Consultant may request changes in this Agreement by submitting such requests in writing to the other party. Any agreed-upon changes must be signed by both parties and appended to this Agreement.

ECON 2012-13-042

2012/07/13

2.0 COST AND PAYMENT OF CONSULTANT SERVICES

2.1 ECON agrees to pay the Consultant for the Consultant's services and expenses incurred by the Consultant related to the Work carried out pursuant to this Agreement as noted hereunder and in accordance with paragraph 2.2 hereinafter provided:

- a. an amount of \$240,000 USD to the Consultant. This amount is to cover all fees and administrative overhead expenses to be incurred by the Consultant pursuant to this Agreement, and any applicable Provincial Sales Tax for the Consultant's services;
- b. all mileage and sustenance expenses pursuant to this Agreement. For the purposes of this Agreement, sustenance expenses are limited to meals for the Consultant or its employees or subcontractors; and
- c. all actual and reasonable air travel, taxi and accommodation expenses pursuant to this Agreement, provided that the Consultant has obtained the prior written approval of ECON for those expenses.

2.2 The sum referred to in paragraph 2.1 will be paid as follows:

- a. on the last day of each month for the duration of this Agreement, the Consultant will submit a report on the activities undertaken during that calendar month along with an invoice for \$20,000 USD plus any allowable expenses incurred that month in carrying out that work. Upon receipt and acceptance of that report and invoice, ECON will authorize payment of the invoice amount;

- b. the Consultant's fees will be payable at the rate of \$20,000 USD per month;
 - c. mileage and sustenance expenses will be reimbursed at Public Service Commission approved rates, as amended from time to time, which can be found on its website at: <http://www.psc.gov.sk.ca/Default.aspx?DN=5989c463-5501-4499-b6be-7ca78f6e51ac>; and
 - d. where an invoice includes air travel, taxi or accommodation expenses approved pursuant to paragraph 2.1, detailed receipts must accompany the invoice.
- 2.3 Where the Consultant's services are subject to Provincial Sales Tax, invoices shall include that amount.
- 2.4 The Federal Goods and Services Tax is not applicable to ECON and invoices should not include any amount with respect to the tax.

3.0 PROPERTY RIGHTS

- 3.1 Ownership of any information, technical data and property rights therein, including intellectual property, in respect of the Work shall vest in and be the property of ECON, except where such information and technical data are represented by the general working skills of the Consultant, its associates, servants and agents.
- 3.2 ECON shall have the sole right to utilize the information, technical data and rights for whatever purpose ECON chooses.
- 3.3 It is the responsibility of the Consultant to obtain such rights/consents as may be necessary for ECON to exercise its rights under paragraph 3.2.

4.0 CONFIDENTIALITY

- 4.1 The Consultant shall keep confidential all documents, data, information and other material provided to or obtained by the Consultant in the performance of its obligations under this Agreement.
- 4.2 The Consultant shall not use, disclose or make accessible to anyone any confidential material mentioned in paragraph 4.1 except as necessary for the performance of its obligations under this Agreement.
- 4.3 Upon expiry or termination of this Agreement, the Consultant agrees to return any materials referred to in paragraph 4.1 to ECON and permanently remove any electronic files related to the Work from its electronic systems, unless otherwise instructed by ECON.
- 4.4 ECON may consent to the use or release of confidential material mentioned in paragraph 4.1 on such terms and conditions that ECON may require.

5.0 TERMINATION

- 5.1 Each party shall have the right at any time to cancel this Agreement upon giving 60 days notice in writing to the other party.
- 5.2 In the event of cancellation, the sole liability of ECON to the Consultant shall be that portion of the fees and expenses incurred by the Consultant up to the effective date of the cancellation, subject to the Consultant completing the current task (if applicable) and the acceptance of ECON.

6.0 INDEPENDENT CONTRACTOR

- 6.1 In the performance of the Work, the Consultant shall be an independent contractor and no provision of this Agreement that gives ECON a measure of control over the Work shall be construed as authority to direct the Consultant's Work.
- 6.2 The Consultant shall, at its sole cost and expense, furnish all labour, supervision, transportation, equipment and materials which may be necessary for the proper performance of the Work required of the Consultant under this Agreement.
- 6.3 This Agreement is not assignable by either party without the prior written consent of the other.
- 6.4 The Consultant shall not subcontract any part of its obligations under this Agreement without the prior written consent of ECON, which consent shall not relieve the Consultant from any of its obligations under this Agreement or impose on ECON any liability to the subcontractor.

7.0 GENERAL

- 7.1 This Agreement is effective as of August 1, 2012, notwithstanding its date of execution.
- 7.2 This Agreement, including Appendix "A", constitutes the entire Agreement between the parties with respect of the subject matter hereof, and supersedes all previous negotiations and documents related to this Agreement.

7.3 The Consultant shall indemnify and save harmless ECON from and against any and all actions, claims, demands, costs and liabilities for injury to persons (including death) or loss of or damage to property, occasioned wholly or in part, by any act or omission of the Consultant, its subcontractors, employees or agents arising out of or relating to this Agreement, including any and all expense, legal or otherwise, incurred in the defence of any claim or suit.

7.4 All written correspondence and notices to be given to the parties pursuant to this Agreement shall be given as follows:

To ECON:

Joanne Johnson
Executive Director, Marketing & Communications
Ministry of the Economy
300, 2103 – 11th Avenue
REGINA SK S4P 3Z8
Phone: 306-787-7967
Fax: 306-787-8447
Email: joanne.johnson@enterprisesask.ca

To the Consultant:

David H. Wilkins
Poinsett Plaza, Suite 900
104 South Main Street
GREENVILLE SC 29601-2122
Phone: 864.250.2231
Fax: 864.250.2925
Email: david.wilkins@nelsonmullins.com

7.5 It is understood by the parties to this Agreement that this Agreement is subject to *The Freedom of Information and Protection of Privacy Act*.

7.6 Any person employed by ECON authorized generally or specifically by ECON may exercise any of the rights and powers of ECON under this Agreement.


ECON 2012-13-042


7

- 7.7 This Agreement is governed by the laws of the Province of Saskatchewan.
- 7.8 Payment by ECON of any amount under or pursuant to this Agreement is subject to an appropriation being made by the Legislature of the Province of Saskatchewan to ECON for such amount in the fiscal year of ECON in which the liability to pay arises.
- 7.9 No delay, neglect or forbearance of either party in enforcing against the other party any term, condition or obligation under this Agreement shall be interpreted as a waiver of that right or in any way prejudice the rights of such party under this Agreement.
- 7.10 Article 4.0 and paragraphs 3.1, 3.2 and 7.3 of this Agreement shall survive the expiration or termination of the Agreement.
- 7.11 Time is of the essence of this Agreement.

IN ORDER TO BE BOUND by its terms, the parties have executed this Agreement.

SIGNED, SEALED
AND DELIVERED
in the presence of:


Witness


Deputy Minister, Ministry of the Economy

Date: Aug 31/12


Witness


Nelson Mullins Riley & Scarborough LLP

Date: August 31, 2012

ECON 2012-13-042

APPENDIX "A"

(the "Work")

Description of the Work

The Consultant will reach out to US media on a regular basis in an effort to interest them in spokespeople, story angles and trends taking shape in the Province of Saskatchewan that might relate to news on the international level. In particular, the Consultant will focus on the following key themes with respect to Saskatchewan:

- strength of the economy;
- strength in key commodity sectors of energy, agriculture and mining;
- strong employment market and labour force demand;
- actions by government to create a competitive business environment;
- position as a secure, abundant supply of energy;
- position as a secure, abundant supply of food;
- leadership in sustainable energies/alternative energies;
- leadership in innovation and research and development; and
- specific business and research institute success stories.

The Consultant will proactively draft and distribute Saskatchewan themed pitches to American media based on messaging discussed with Government of Saskatchewan's Ministry of Executive Council and ECON or other partner ministries' staff as designated by Executive Council.

ECON will provide the Consultant in a timely fashion background information, data and current events in the province to assist the Consultant in the promotion of the key themes outlined above.

The Consultant will leverage any breaking news tied to energy, commodities, technical innovation, or the economy in its media outreach.

Consultant Deliverables:

A. Ongoing Media Relations Services

- By Week Eight of the Agreement, deliver a media relations strategy that identifies target media outlets (print, television, radio, and online) at both the national and state level, as well as the key themes listed above most likely to attract each media outlet. Based on this strategy, set objectives for coverage during the course of the Agreement.

- Expected results would be approximately twelve media placements through the course of the one-year Agreement.
- A quarterly report detailing contacts made, interviews conducted and resulting media coverage complete with an estimate of the audience reached, the value of advertising equivalency and the editorial impact.
- A monthly work plan outlining projects and initiative planned, underway or intended.
- An annual report evaluating results against the original goals and targeted media outlets in the strategy.

B. One Inbound Media Trip

- The Consultant will organize a minimum of one media trip to the province that ECON will host, either general in nature or targeted to specific sectors.
- A minimum of three media placements resulting from one group press trip.

C. Arrange Individual Visits by Targeted Reporters

The Consultant will attempt to bring more targeted North American media to the province for additional stories concerning the province's leadership in the above mentioned key theme areas.

- Arrange a minimum of one to two individual media visits from top-tier journalists and follow-up to monitor results.

D. Outbound Media Tours

The Consultant will organize media interviews, editorial boards and/or news conferences in conjunction with the province's planned trade/investment attraction missions into the US.

- Arrange media tours as required with an expected minimum of three interviews per visit. Conduct diligent follow-up with each editor/reporter to pursue specific story ideas discussed during the interview.

E. Maximize Trade Show Marketing Opportunities

The Consultant will partner with Saskatchewan to leverage the province's participation at trade conferences by identifying trade press scheduled to attend the show and arranging face-to-face appointments with key spokespersons from Saskatchewan.

- Ensure maximum marketing impact at conferences that Saskatchewan spokespeople are attending in the coming year with a goal of arranging face-to-face interviews with trade press attending the shows.

F. Advice and Counsel on Entire Program

The Consultant will continue to make its team, resources and marketing experience available to ECON and Executive Council officials on a day-to-day basis. Whether it relates to website, reviewing messaging or brainstorming new ways to approach an issue, the Consultant's staff will be available and willing to advise on any marketing activity.



Government
— of —
Saskatchewan

Ministry of the Economy
Deputy Minister
300, 2103 – 11th Avenue
Regina, Canada S4P 3Z8

July 23, 2014

ECON # 2012-13-042

Ambassador David H. Wilkins
Nelson Mullins Riley & Scarborough LLP
Pointsett Plaza, Suite 900
104 South Main Street
GREENVILLE SC 29601 – 2122

Dear Ambassador Wilkins:

Under an agreement made effective August 1, 2012, as amended, between Nelson Mullins Riley & Scarborough LLP and the Government of Saskatchewan, as represented by the Minister of the Economy (the "Agreement"), your services were engaged to reach out to media on a regular basis in an effort to interest them in spokespeople, story angles and trends taking shape in the Province of Saskatchewan that might relate to news on the international level (the "Work").

The Agreement shall be amended as follows:

1. Paragraph 1.2 of the Agreement shall be amended by changing the wording to read as follows:

"The Consultant shall commence the Work on August 1, 2012, and the Work must be completed by July 31, 2015."

2. Paragraph 2.1(a) of the Agreement shall be amended by changing the amount of "\$480,000.00 USD" to read the amount of "\$720,000.00 USD".

Notwithstanding the wording of Appendix "A", the deliverables set out in Appendix "A" shall be provided for each fiscal year of the Agreement.

This amendment is to be read together with and be part of the said Agreement effective August 1, 2012, and said Agreement shall be regarded as so amended and, together with all the covenants and conditions herein contained, shall remain in full force and effect.

Ambassador David Wilkins

Page 2

July 23, 2014

The provisions of this letter of amendment shall be effective immediately with your acknowledgement and consent to the provisions herein, by your execution of the enclosed duplicate copies of this letter. Please return one original signed letter of amendment to my office as soon as possible, and retain the other for your file.

Sincerely,

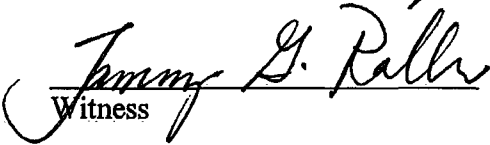


Kent Campbell
Deputy Minister

Enclosure (duplicate copy of this letter of amendment)

ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges and consents to the provisions herein before set forth, dated this 25th day of July, 2014.


Witness


Nelson Mullins Riley & Scarborough LLP